



**SCOTTSDALE AIRPORT ADVISORY COMMISSION
PUBLIC MEETING
Wednesday, September 13, 2006 at 6:00 p.m.
Scottsdale Airport Terminal Building
15000 N. Airport Drive, Scottsdale, AZ**



Airport Advisory Commission

Donald Maxwell, Chairman

**Fred Madanick, Vice Chairman
Leonard Tinnan
Tom Guilfooy**

**Mike Osborne
Lois Yates
Sean Asmus**

Notice is hereby given to the members of the Scottsdale Airport Advisory Commission and to the general public that the Scottsdale Airport Advisory Commission will hold a regular meeting open to the public on Wednesday, September 13, 2006 at 6:00 p.m. The meeting will be held in the Scottsdale Airport Terminal Building, 15000 N. Airport Drive. The Airport Advisory Commission may vote to go into Executive Session, which will not be open to the public for purposes of obtaining legal advice from the City's Attorney on any of the agenda items listed below pursuant to A.R.S. Sec. 38-431.03(A)(3)*.

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the City Clerk's Office at (480) 312-2421. Requests should be made as early as possible to allow time to arrange accommodation.

How the Agenda Works: The Airport Advisory Commission takes a separate action on each item on the Agenda. If you wish to address the Commission regarding any or all of the items on the Agenda, please complete a Comment Card for each topic you wish to address and submit it to the Aviation Staff. You will be given at least three minutes to speak per item. Comment cards must be submitted before public testimony has begun on any agenda item.

*****MARKED AGENDA*****

CALL TO ORDER 6:00 P.M.

ROLL CALL MEMBERS ABSENT: CHAIRMAN MAXWELL, COMMISSIONER TINNAN; MEMBERS PRESENT: VICE CHAIRMAN MADANICK, COMMISSIONERS OSBORNE, GUILFOY, YATES, AND ASMUS

PUBLIC COMMENT

The Public Comment time is reserved for citizen comments regarding non-agenda items, therefore, no official Airport Advisory Commission action or discussion can be taken.

MINUTES

- 1. Action**
Approval of the Minutes of the August 9, 2006 Meeting
APPROVED 5-0
- 2. Action**
Approval of the Minutes of the August 17, 2006 Joint Work Study Session with the Transportation Commission
APPROVED 5-0
- 3. Action**
Approval of the Minutes of the August 17, 2006 Joint Meeting with the Transportation Commission
APPROVED 5-0

AERONAUTICAL BUSINESS PERMIT(S)

4. **Action**
Ratification of Airport Aeronautical Business Permit for Prop Wash, Inc. to Provide Aircraft Washing Services at Scottsdale Airport
APPROVED 5-0
5. **Information**
Aeronautical Business Permit Additions, Cancellations, or Revocations

GENERAL BUSINESS

6. **Action**
Consider recommendation for approval of Contract No. 2005-157-COS with Carter & Burgess, Inc. to provide professional airport engineering and consulting services at Scottsdale Airport
APPROVED 4-0; COMMISSIONER GUILFOY ABSTAINED

OPERATIONS/ENFORCEMENT UPDATE

7. **Information**
Operations / Enforcement Update for August 2006

MEETING SCHEDULE

8. **Action**
Review/Modify 2006 Meeting Schedule
APPROVED 5-0

PUBLIC COMMENT

The Public Comment time is reserved for citizen comments regarding non-agenda items, therefore, no official Airport Advisory Commission action or discussion can be taken.

DIRECTOR'S REPORT

ITEMS FROM THE COMMISSION

ADJOURNMENT 6:25 P.M.



COMMISSION ACTION REPORT
TO: Airport Advisory Commission
FROM: Airport Staff
SUBJECT/PROJECT NAME: Approval of Minutes

Agenda Item No.: 1

Meeting Date: 09/13/06

Staff Contact: Scott Gray

Phone: (480) 312-7735

ACTION

Approval of the Minutes of the August 9, 2006 regular meeting.

Attachment: (1) Draft Minutes of the August 9, 2006 meeting

Action
Taken

**SCOTTSDALE AIRPORT ADVISORY COMMISSION
PUBLIC MEETING
SECOND FLOOR CONFERENCE ROOM
AIRPORT TERMINAL BUILDING
15000 N. AIRPORT DRIVE
SCOTTSDALE, AZ**

AUGUST 9, 2006

MINUTES

PRESENT: Donald Maxwell, Chairman
Fred Madanick, Vice Chairman
Sean Asmus
Tom Guilfooy
Mike Osborne
Lois Yates

ABSENT: Leonard Tinnan

STAFF: Scott Gray, Aviation Director
Matt Johnson, Acting Airport Administration Coordinator
Jennifer Lewis, Aviation Planner
Chris Read, Assistant Aviation Director

OTHERS: Lincoln Burke, Scottsdale Jet Business Center, L.L.C.
James P. Keeley, Hangar Three, L.L.C.
Dan Kimmel, Axis Aviation Group, Inc.

CALL TO ORDER

Chairman Maxwell called the meeting to order at 6:00 p.m.

ROLL CALL

Roll call confirmed members present as stated above.

MINUTES

Commissioner Yates moved to approve the minutes of the June 14, 2006 meeting. Commissioner Asmus seconded the motion. The motion carried unanimously by a vote of six (6) to zero (0).

PUBLIC COMMENT

None

AERONAUTICAL BUSINESS PERMITS

Mr. Matt Johnson presented the agenda item for ratification of Airpark Aeronautical Business Permit for Axis Aviation Group, Inc. to provide aircraft management services in the Scottsdale Airpark. Mr. Dan Kimmel, representing Axis Aviation Group, Inc., was present at the meeting.

Commissioner Osborn moved to ratify the business permit for Axis Aviation Group. Commissioner Asmus seconded the motion. The motion passed unanimously by a vote of six (6) to zero (0).

Mr. Matt Johnson presented the agenda item for ratification of Airpark Aeronautical Business Permit for Scottsdale Jet Business Center, L.L.C. to provide hangar/shade leasing services in the Scottsdale Airpark. Mr. Burke, Property Manager for the company, was present at the meeting.

Commissioner Osborn moved to ratify the business permit for Axis Aviation Group. Commissioner Asmus seconded the motion. The motion passed unanimously by a vote of six (6) to zero (0).

Mr. Matt Johnson presented the agenda item for ratification of Airpark Aeronautical Business Permit for Hangar Three, L.L.C. to provide hangar/shade leasing services in the Scottsdale Airpark. Mr. James Keeley was present at the meeting.

Commissioner Yates moved to ratify the business permit for Axis Aviation Group. Commissioner Guilfooy seconded the motion. The motion passed unanimously by a vote of six (6) to zero (0).

Mr. Matt Johnson presented the agenda item for aeronautical business permit additions, cancellations, and revocations.

GENERAL BUSINESS

Ms. Jennifer Lewis, Aviation Planner, presented a review of the aircraft parking area storage container guidelines, which will become effective as of September 1, 2006. She noted that although a policy is in effect governing fuel storage, previously there have been no guidelines regarding storage of other items.

Ms. Lewis presented the Airpark development quarterly update, referring to the material in the packet.

AIRPORT OPERATIONS

Mr. Chris Read, Assistant Aviation Director, presented the Operations / Enforcement Update reports for June and July, and answered the Commission's questions regarding incidents at the Airport.

MEETING SCHEDULE

The next meeting will be held on September 13th. A joint meeting with the Transportation Commission is scheduled for August 17th to discuss the Transportation Master Plan and how it relates to the Airport and Airpark.

DIRECTOR'S REPORT

Mr. Scott Gray, Aviation Director, showed an article from the Scottsdale Aviation and Business Journal reporting that Scottsdale Airport was ranked 15th in 2005, up from 18th the previous year among regional airports. This represents an increase in transient activity at the Airport from 115,900 to 124,780 operations.

Mr. Gray reported that the Thunderbird parcel was put out to bid but no bids were received. This will be put out again with no minimum bid amount.

A request for proposals for engineering services is out and closes on August 14th.

The City Attorney's Office is reviewing the situation with the rental car contracts.

No bids were received for the work on the parking lot in front of the Terminal. The bid has been reissued and will close on August 14th.

ITEMS FROM THE COMMISSION

Commissioner Guilfooy inquired about Vision Air. Mr. Gray replied that the company is working on flights and obtaining aircraft. Their offices at the Airport will open soon. In the meantime the company is operating all its Phoenix area flights out of Williams Gateway Airport.

Commissioner Guilfooy asked how the Airport Master Plan would proceed. Mr. Gray replied that the engineering firm awarded the new contract would work on this as their first project, starting in early October and completing the plan by the end of 2007. A Planning Advisory Committee will be formed with an Airport Commission member represented on the committee.

ADJOURNMENT

With no further business to discuss, the regular meeting of the Scottsdale Airport Advisory Commission was adjourned at 6:24 p.m.

Respectfully submitted,

A-V Tronics, Inc.

**COMMISSION ACTION REPORT****TO: Airport Advisory Commission****FROM: Airport Staff****SUBJECT/PROJECT NAME:** Approval of Minutes of the Joint Transportation and Airport Advisory Commission Work Study Session**Agenda Item No.:** 2**Meeting Date:** 09/13/06**Staff Contact:** Scott Gray**Phone:** (480) 312-7735**ACTION**

Approval of the Minutes of the August 17, 2006 Joint Work Study Session with the Transportation Commission.

Attachment: (1) Draft Minutes of the August 17, 2006 Joint Work Study Session

Action
Taken



**DRAFT
SUMMARIZED MINUTES
CITY OF SCOTTSDALE TRANSPORTATION COMMISSION
AND
AIRPORT ADVISORY COMMISSION
JOINT WORK STUDY SESSION
THURSDAY, AUGUST 17, 2006
KIVA CONFERENCE ROOM – CITY HALL
3939 N. DRINKWATER BOULEVARD
SCOTTSDALE, ARIZONA 85251**

CALL TO ORDER

The study session of the Scottsdale Transportation Commission and Airport Advisory Commission was called to order by Chair Gilliland at 5:27 p.m.

ROLL CALL

PRESENT:

TRANSPORTATION COMMISSION MEMBERS

Mark Gilliland, Chair
Brian Davis, Vice-Chair
Matthew Taunton, Commissioner
J. David Hill, Commissioner
Kelly McCall, Commissioner
Andrea Michaels, Commissioner
Josh Weiss, Commissioner
William Howard, Commissioner

AIRPORT ADVISORY COMMISSION MEMBERS

Donald Maxwell, Chair
Sean Asmus, Commissioner
Tom Guilfooy, Commissioner
Mike Osborne, Commissioner

ABSENT:

Fred Madanick, Vice-chair
Leonard Tinnan, Commissioner
Lois Yates, Commissioner

STAFF PRESENT:

Rose Arballo, Transportation Commission Coordinator
Dave Meinhart, Transportation Planning & Transit Director
Mary O'Connor, Transportation General Manager
Teresa Huish, Principal Transportation Planner

John Lusardi, Long Range Planning Director
Dave Roderique, Economic Vitality General Manager
Jennifer Lewis, Aviation Planner
Scott Gray, Aviation Director
Harry Higgins, Senior Planner
Carrie Wilhelme, Associate Planner

1. **REVIEW OF TONIGHT'S REGULAR MEETING AGENDA**

- **Transportation Master Plan and Related Studies**

Ms. O'Connor pointed out that on the regular session agenda, there is a list of staff who will present different information. She stated the purpose of the joint meeting was to give both Commissions the opportunity to discuss common issues and concerns associated with the Transportation Master Plan. Focus will be primarily on the Airpark Circulation element, but copies of a presentation on the High Capacity Transit System are available for those wanting one.

Mr. Lusardi and Mr. Roderique will speak about the planning and economic studies for the Airpark area. Mr. Gray will speak about the Airport Master Plan. Ms. Huish will give a presentation on the Airpark Circulation Area Study. A consultant will be present to answer questions.

Ms. O'Connor provided an explanation as to how the meeting will be set up and Chair Gilliland will run the meeting.

Commissioner Howard referred to agenda item #1, Transportation Master Plan and Related Studies – Information/Possible Action, and inquired as to what possible action might be taken. Ms. O'Connor replied that the Commission might direct staff to do such things as additional public outreach or arrange for extra meetings. She clarified that this action did not include approval or disapproval and referred more to how the two Commissions will work together.

It was suggested that Ms. Huish give the presentation on the High Capacity Transit System. Chair Gilliland opined that although the presentation was well done and contained background and history, not much information was given on the six alternatives and the logic behind them. He suggested that HDR, the team's, and staff thoughts/reasoning be included to ensure there is clarity in this area. Ms. O'Connor replied that another presentation could be given to include this information.

Commissioner Weiss inquired as to whether it was appropriate at this time to ask more detailed questions since the Airport Advisory Commission (AAC) would have to sit through this discussion. Commissioner Taunton suggested it might be more appropriate to have this topic as information only and address it in detail at another meeting, since a prior discussion on this matter lasted three hours.

Ms. O'Connor stated this presentation could be put at the end of the meeting and then preliminary comments could be solicited from the AAC, time allowing.

Commissioner Taunton asked for a brief overview of the scope of the Airport Advisory Commission's responsibilities. He stated he did not have a good sense for what the boundaries were in terms of an advisory role. He inquired as to whether the AAC was concerned with the Airpark or just the Airport.

Chair Maxwell responded that most of the Airpark had taxiways into it and there are 60,000 employees and 4,000 businesses. Commissioner Taunton was curious as to what types of issues come before the AAC. Chair Maxwell stated that with the traffic and streets the way they are, it is becoming difficult for employees to circulate once they are there; and if the prediction is correct, by the year 2010, it would be the largest employment area in the state.

In response to an inquiry by Commissioner Howard, Chair Maxwell responded that the boundaries of the Airpark are from Cactus up to Frank Lloyd Wright and Scottsdale Road to the Loop 101.

Chair Gilliland explained that the Transportation Commission's charter was concerned with transportation (all modes, except aviation) policy within the City of Scottsdale. The Commission deals with such issues as neighborhood concerns, the Master Plan, traffic calming, and capital improvements.

Ms. O'Connor further explained that, originally, the Commission was established for oversight of the two-tenths sales tax that passed in the late 1980s for transportation.

Commissioner Taunton inquired as to whether transportation projects were brought before the AAC. Ms. O'Connor explained that the Master Plan had been presented to them. Commissioner Taunton inquired as to whether there was a specific project within the Airpark boundaries. Ms. O'Connor replied there had been very few projects.

Commissioner McCall stated the AAC's charter was still not clear to her.

Commissioner Guilfooy explained that the AAC's charter was pretty specific—to advise the City Council on aviation-related matters as they pertain to the Airport and the Airpark.

Chair Maxwell stated there had been no issues relating to transportation, such as the roads, because the Airpark was just developed. It was developed as an industrial airpark and now has become high tech. The AAC is in a quandary as to what type of transportation can benefit that area—light rail, tunnel under the runway, etc. The AAC has never addressed those problems, because they have not been brought before them.

Commissioner Guilfooy stated that the Airport will have its own Master Plan and studies, but the Transportation Commission has already done it and it is "out of step." He expressed concern that the Transportation Commission has decided upon the Transportation Master Plan without input from the AAC. He opined this was an example of mismatch of local government.

Ms. O'Connor explained that the reason for the joint work study session is to avoid disconnects. The circulation element of the Transportation Master Plan as it relates to the Airpark is about how to use Prop 400 money that has been identified for the tunnel. She opined that the disconnect was not as great as it would seem on the surface and there was a need to examine different scenarios.

In response to an inquiry by Commissioner Howard, Chair Maxwell responded that the growth limits of the Airport were unknown. He noted that the Airport/Airpark contributes over \$2 billion to the Scottsdale economy and nothing there is subsidized.

In response to an inquiry by Commissioner Michaels, Ms. O'Connor responded that traffic problems at the Airport/Airpark are dealt with on a staff level or with the police department.

ADJOURNMENT

With no further business to discuss, the study session of the Scottsdale Transportation Commission adjourned at 5:59 p.m.

SUBMITTED BY:

A/V Tronics, Inc.

NOTE: VIDEO AND/OR AUDIO RECORDINGS OF SCOTTSDALE TRANSPORTATION COMMISSION MEETINGS ARE AVAILABLE FROM THE SCOTTSDALE TRANSPORTATION DEPARTMENT FOR UP TO SIX MONTHS FOLLOWING THE MEETING DATE.

IN ACCORDANCE WITH PROVISIONS OF THE ARIZONA REVISED STATUTES, THE SUMMARIZED MINUTES OF THE TRANSPORTATION COMMISSION MEETINGS ARE NOT VERBATIM TRANSCRIPTS. ONLY THE ACTIONS TAKEN AND DISCUSSION APPEARING WITH QUOTATION MARKS ARE VERBATIM.

Officially approved by the Transportation Commission on _____



COMMISSION ACTION REPORT

TO: Airport Advisory Commission

FROM: Airport Staff

SUBJECT/PROJECT NAME: Approval of Minutes of the Joint Transportation and Airport Advisory Commission Meeting

Agenda Item No.: 3

Meeting Date: 09/13/06

Staff Contact: Scott Gray

Phone: (480) 312-7735

ACTION

Approval of the Minutes of the August 17, 2006 Joint Meeting with the Transportation Commission.

Attachment: (1) Draft Minutes of the August 17, 2006 Joint Meeting

Action
Taken



**DRAFT
SUMMARIZED MINUTES
CITY OF SCOTTSDALE TRANSPORTATION COMMISSION
AND
AIRPORT ADVISORY COMMISSION
JOINT MEETING
THURSDAY, AUGUST 17, 2006
KIVA CONFERENCE ROOM – CITY HALL
3939 N. DRINKWATER BOULEVARD
SCOTTSDALE, ARIZONA 85251**

CALL TO ORDER

The joint meeting of the Scottsdale Transportation Commission and Airport Advisory Commission was called to order by Chair Gilliland at 6:07 p.m.

ROLL CALL

PRESENT:

TRANSPORTATION COMMISSION MEMBERS:

Mark Gilliland, Chair
Brian Davis, Vice-chair
Matthew Taunton, Commissioner
J. David Hill, Commissioner
Kelly McCall, Commissioner
Andrea Michaels, Commissioner
Josh Weiss, Commissioner
William Howard, Commissioner

AIRPORT ADVISORY COMMISSION MEMBERS:

Donald Maxwell, Chair
Sean Asmus, Commissioner
Tom Guilfooy, Commissioner
Mike Osborne, Commissioner

ABSENT:

Fred Madanick, Vice-Chair
Leonard Tinnan, Commissioner
Lois Yates, Commissioner

STAFF PRESENT:

Rose Arballo, Transportation Commission Coordinator
Dave Meinhart, Transportation Planning & Transit Director
Mary O'Connor, Transportation General Manager
Teresa Huish, Principal Transportation Planner

John Lusardi, Long Range Planning Director
Dave Roderique, Economic Vitality General Manager
Jennifer Lewis, Aviation Planner
Scott Gray, Aviation Director
Harry Higgins, Senior Planner
Carrie Wilhelme, Associate Planner

1. Transportation Master Plan and Related Studies

Ms. O'Connor reviewed the program for the evening.

Mr. Roderique gave an overview of the vision for the economic future of the Airpark area. The original Airpark was developed in the late 1960s with the focus being on a true industrial park—primarily companies that wanted taxiway access.

That has changed dramatically over the last several decades. Today, what is defined as the greater Scottsdale Airpark is a much larger area. The focus has changed as well. There are very few new industrial park tenants; there is now large-scale office development, retail, and tourism-related activities. The few existing industrial-type businesses are being driven out because the area has become so expensive. The area is transitioning into an employment center rather than an industrial center.

A major trend in this area is a focus on re-development of the original Airpark core. Developers are tearing down old industrial warehouses and building multi-story office buildings. Therefore, there is greater intensity of employment than before.

Today, there are almost 2,300 businesses in the Airpark area, employing nearly 50,000 persons. There are a number of major projects in terms of the vacant land that is left, primarily the State land just north of the CAP which consists of about 700 acres along the freeway. The State Land Department has informed the City that they see this land as their “crown jewel.” The State anticipates significant, intense development. The other private piece that is still vacant is a project that DMB is working on in the area of the Loop 101 and Scottsdale Road. An application is soon to be submitted to the City for that project which will employ up to 7,000 employees upon completion. The State Land piece will employ up to 40,000 employees. It is anticipated that the current employment in the Airpark will double in the next 20 years to 100,000.

In response to an inquiry by Commissioner Guilfooy, Mr. Roderique responded that in the future, the focus at the airport itself would continue to be corporate jet aviation and some limited passenger service.

Commissioner Guilfooy inquired as to whether the Airport would be compatible with the Airpark in the long term. Mr. Roderique replied it would be compatible. There has been a move, in terms of some of the development to include a true, mixed-use component within the Airpark. However, there could be compatibility issues if residential units are developed.

Vice-chair Davis inquired as to how the employment density in the Airpark compares to other areas of the Valley. Mr. Roderique replied that he did not know the answer in terms of per square mile; however, the Airpark is believed to be the third largest employment concentration

in the Valley—downtown Phoenix and the Sky Harbor area are believed to be larger at about 60,000 employees.

In response to an inquiry by Commissioner Guilfooy, Mr. Roderique replied that the future composition of the workforce would be a higher demographic level than what exists today.

Mr. Lusardi stated that in the Mayor's State of the City speech in January, the Mayor listed the Airpark area as one of three top priorities. This is now an opportunity for advance planning to look at all the activities and bring them together in an updated form. The Airpark project area will be defined. The starting point will be the impact area, which is much of the State Land previously mentioned, and how those lands impact the Airpark. This will be a combined effort among many City entities.

The current work plan's focus is to identify impact area, project area, and stakeholders. The goal is to return to the Transportation Commission, the Airport Advisory Commission, and the Planning Commission in October.

This update is not going to be a new Airpark Master Plan, nor will it interfere with the economic vitality of the Airpark area or the operation of the Airport. This will be a strategic or implementation plan document.

Commissioner Taunton noted that large employment centers put a huge strain on transportation resources. One of the issues is that a large percentage of the workers at the Airpark do not live near it. One of the things that large employment centers do is bring more dense residential uses into the heart of that employment center to help ease the transportation infrastructure. That is where it gets tricky with the Airpark. In many ways, the Airport itself precludes dense residential in certain areas, and dense residential could preclude growth of the Airport. Commissioner Taunton inquired as to which comes first.

Mr. Lusardi stated that one of the things that will be analyzed is future land use in the Airpark. Residential development has certain pressures with respect to nonresidential development. Those kinds of combinations and their impact will be reviewed. It is legitimate to talk about residential in certain employment areas to reduce trips, but the cause and effect of putting a residential community next to a commercial community, and the associated issues, should be examined.

In response to an inquiry by Commissioner Taunton, Mr. Roderique responded that a study done in 1999 indicated that the labor market for the Airpark was predominately to the west into Glendale and south toward Chandler. He opined that this was still the case, although a lot of the new employment consists of better paying jobs. It is expected that commuting issues into the Airpark will continue.

Commissioner Howard noted that when considering transportation planning, it is important to know the amount of traffic flow within the Airpark, not just the flow in and out of it.

Commissioner Guilfooy inquired as to the last time Mr. Lusardi's department looked at the Strategic Plan for the Airport.

Mr. Lusardi replied he had only been with the City of Scottsdale for six months and referred the question to Mr. Higgins, who replied it was in 1995. Commissioner Guilfooy asked Mr. Lusardi to clarify his work plan.

Mr. Lusardi stated it is a methodical review and update of the Plan, ordinances, and land use regulations.

Commissioner Guilfooy voiced concern that the last Strategic Plan was done over ten years ago, and inquired if there was a short-term implementation plan. Mr. Lusardi replied that one of the Transportation Master Plan's key elements is the Airpark. An economic analysis is also being done. The land use policies and zoning ordinance issues tend to direct development in the Airpark. They will be examined to ascertain if change is needed.

Chair Maxwell stated that most of the businesses in the Airpark are not interactive. With reference to the zoning, what is happening to the west side should be taken into consideration. It is all high-rise, which has a direct impact on the Airpark. It is an entirely different area of town and it is being treated differently from the City of Phoenix. He stated that he witnessed the start of the Airpark and does not see an end to the growth. It is a good enterprise zone in that it is self-sufficient. However, the Airport Advisory Commission has never had the chance to address the traffic problem.

Chair Maxwell stated he did not see anything wrong with the mixing of residential and commercial. For example, in Denver, when the close-in airport was closed and moved outside of town, the residential and commercial population moved to the airport. This is happening with Scottsdale as well.

Mr. Lusardi reiterated that the Airpark area needed to be defined for the purposes of planning and policy. Secondly, the issues that Chair Maxwell spoke of need to be identified.

Commissioner Weiss echoed Commissioner Howard's comment regarding Airpark traffic. He opined there is also a need to do research to identify what type of transportation is needed in order to be the most effective.

Mr. Roderique stated this area has become a significant area for retail businesses. A significant number of trips are from residents coming into the Airpark to shop.

Chair Gilliland stated there seemed to be a concern for lack of projections, data, and specific recommendations on projects. He made an inquiry to the staff regarding overall compatibility of the schedules.

Ms. O'Connor indicated that although the last full effort associated with the Airpark area's Strategic Plan and review of the economic factors was in 1995. There have since been updates. Ms. O'Connor did not want to leave the impression that staff were not paying attention or were not aware of the growth of the Airpark. This is a time where there is a confluence of a lot of different areas working together, partially related to the Master Plan. It is a critical time in the Airpark's and City's development to ensure all segments of the work plan match. Current data exists and is constantly being developed. Staff is working diligently to coordinate this effort.

Ms. O'Connor provided an example of Airpark circulation. There is an issue of whether to initiate a tunnel project. If not, other specific projects would have to be recommended to replace the tunnel project within Prop 400, which would require an amendment process. There are short- and long-range components of this effort.

Commissioner Guilfooy voiced concern over the process itself. For instance, Transportation will meet with the Planning Commission, but the Airport Advisory Commission will not. The process starts with Economic Vitality and the next step is Planning because there will be zoning issues. Leaving the Airport Advisory Commission out of the process is not correct, because there are certain issues that need to be coordinated in a systematic manner.

Ms. O'Connor reiterated Mr. Lusardi's statement that there was a need to coordinate the three Commissions and tonight is a starting point to identify issues and the need for future meetings.

Vice-Chair Davis stated that in terms of planning, he would like more firm information on what the build out will be for the Airpark as it relates to size and density. This will allow comparisons to be made to other areas in the Valley.

Commissioner McCall stated within the Community Mobility document, there are references to telecommunications centers. She asked if this had become outdated since the time the document was written.

Mr. Meinhart responded that several years ago in the development of the Capital Improvement Program for transportation, funding for telecommunications centers was deleted. With advances in technology, it does not make sense to create these centers any more when people can perform these functions from their homes.

Commissioner Michaels suggested that the Transportation, Planning, and Airport Advisory Commissions meet together to share information and identify issues.

Mr. Gray provided an overview of Part 150 Noise and Land Use Compatibility Study, which addresses residential, height, and zoning issues. This study was adopted by the City Council in 2005, was approved by the FAA, and is being implemented in conjunction with the Planning Department.

The study addressed noise level associated with aircraft operations in and out of the Airport and defined noise contours. The Airport Advisory Commission as well as numerous citizens were involved in that study during the process.

The study identified compatible land uses relative to the operation of the Airport. Finally, there was the height zoning issue, which is on the books. The study is the predecessor to the rest of these studies, which will help protect the Airport from incompatible uses. As mentioned earlier by Chair Maxwell, residential within the Airpark is not necessarily a bad thing, it just depends on where it is.

The study also identified disclosure methods to property and business owners, as well as residents and business operators of properties.

The specific study that is going to be started in the near future is the Airport Master Plan update. Scottsdale has had four master plans since the City purchased the Airport in the 1960s. The

most recent was in 1997 and was approved by the City Council and the FAA. This will be an update to that study.

The Master Plan Study is a micro study—it is just the Airport itself and does not address anything beyond the boundaries of the Airport. Its purpose is to create an Airport Layout Plan, which is a 20-year capital improvement development plan for Airport construction work, such as taxiways, hangars, and auto parking associated with on-airport facilities.

It will touch upon the Airpark in general terms, but does not deal with the Airpark development. There are about 600 acres that are aviation-related and that will be the focus of the Plan. It will include examining existing facilities and a demand capacity analysis. The type of development that will take place from this point forward might be redevelopment of existing facilities.

A revised forecast will be issued. Most likely there will not be a significant change in the updated 1997 Airport Master Plan.

Mr. Gray explained that there is a big push in the industry for a very light jet. It is the new, upcoming type of aircraft that some people believe will be the taxi of the sky. It will need to be determined whether that type of aircraft will be used in Scottsdale. Corporate aviation comprises the primary use of the Airport and probably always will. Charter has been at the Airport for many years, but there may be a desire for a different type of charter activity to take place.

Commissioner McCall voiced concern about private airplane operation being pushed out. She inquired as to whether there had been any resistance from those persons utilizing the Airport.

Mr. Gray responded that Airport utilization by a private pilot is not determined by the City; it is determined by the pilot. If a pilot chooses to come to Scottsdale Airport, he/she is accommodated. However, the economics have changed. For the private pilot who used to fly for pleasure, it has become very expensive because of the cost of jet fuel; therefore, they are choosing not to operate their aircraft as much. The goal is not to eliminate users, but to accommodate as many users as possible within the 320 acres.

Commissioner Michaels asked Mr. Gray how the economic benefit or a continuation of benefit to the Airport might be impacted by the development in Glendale and Deer Valley as the air traffic increases.

Mr. Gray responded that this topic had been discussed at the commission level and will be addressed in the Airport Master Plan. Scottsdale Airport is the corporate airport of choice in the state. It is anticipated that many of the other airports in the area will start building facilities that will accommodate the corporate business. This will have some economic impact on the Airport; however, many of the users will continue to use the Airport for various specific reasons.

Commission Guilfooy stated he had concern about the Airport Master Plan engineers doing the plan, because what drives it now is a marketing plan as the engineering is pretty much in place. He inquired as to how competent engineers would be in doing a marketing study.

Mr. Gray responded that the Airport Master Plan is conducted by an airport planning consultant, not the City's engineering firm. They focus on the forecasts, demand capacity, and generalized types of construction that may take place. Once that plan is completed, it is used to provide

guidance to the engineering firm on the types of facilities that need to be designed and funded. This will be driven by the 20-year market outlook for the Airport.

Commissioner Guilfooy stated that the Airport budget does not increase from year to year; fuel quantity and operations does not increase. He asked how the figure for the Airport's plan for traffic is determined.

Mr. Gray responded that the Airport Master Plan update will identify the types of use, the number of operations, and the number of passengers that may use the various types of aircraft. That information will be provided to the transportation planners who will use that information to determine traffic counts. This Study will begin by the end of this year, will take 9-12 months to complete, and will be sent to the City Council, FAA, and ADOT for approval.

Ms. Huish distributed copies of the presentation on the Master Plan, as well as the goals and criteria, and the criteria for the high-capacity transit system. She explained that ideas and alternatives are being tested against those criteria that were established several months ago. Drafts of the elements of this plan will be developed, starting with the specific-area studies; followed by the streets, transit, bicycle, and pedestrian plans. The public hearing process will be started in early 2007.

Ms. Huish gave a presentation on the Master Plan.

An evaluation of the "person/trip" access to the Airpark will be done.

Commissioner Guilfooy inquired about the differentiation between access to the Airpark and access to the Airport.

Ms. O'Connor replied this was the reason for the discussion—identifying the most critical factors to be included in the evaluation.

Commissioner Asmus stated that the tunnel idea did not seem to be viewed favorably. He inquired as to how much money was set aside in Prop 400 for the tunnel and how easy it will be to use those monies for an alternative solution, such as a road to the south of the Airport.

Ms. O'Connor replied that the Airpark tunnel was developed as a concept several years ago, which was previous to some of the issues, primarily security and cost, being faced today. When the concept was developed, no specific evaluation for alternatives for the tunnel was done—only alternatives to alignment of the tunnel. Seventy percent of \$81 million (adjusted for inflation) is what is available for the tunnel project in Prop 400. The proposition does not include the tunnel project in the first ten years. This issue should be addressed and finalized now, so that in ten years a decision will not need to be made as how best to utilize the monies. The tunnel is not being discounted entirely, but it is a lot of money for a very small segment of roadway. Alternatives should be examined so that taxpayers' dollars are utilized in a cost-effective manner and to ensure that the City can afford it.

Commissioner Guilfooy stated that in talking about cross-town traffic to the Airpark, what can be easily overlooked is that there is no internal circulation within the Airport. To maneuver the Airport, an exit must be used to go around.

Ms. O'Connor advised that this had been addressed in the technical evaluation criteria for internal access and circulation.

Chair Maxwell stated that the Airpark was on both sides of the runway. That is why the amount of intra-Airport traffic is so important in the evaluation.

Commissioner Osborne noted that regional transit had not been addressed tonight. There is a tremendous amount of traffic through that area that is going from extreme north Scottsdale into central Scottsdale or Phoenix. He inquired as to whether this issue should be added to items for evaluation.

Chair Gilliland replied that information on the high-capacity transit corridor along Scottsdale Road would be given in tonight's meeting.

Mr. Meinhart added that Prop 400 provides funding to add additional lanes to the 101 freeway system. Therefore, for traffic passing by the Airpark, there will be a lot going on in the next 10-15 years to help address that traffic. The role that the freeway has had on some of the routes to get to the Airpark from the south has been dramatic. The freeway system in itself will aid in the bypass traffic. There is also going to be a new express bus service on the freeway corridor. Within Prop 400, there is bus rapid transit on the Scottsdale Road corridor that is funded up to Shea and can be extended further north to tie into the freeway near Scottsdale Road.

Chair Gilliland added that in the past several years, there had been a substantial amount of progress on building the local roadway system further out. He and Mr. Meinhart gave further information on recently constructed roads that are alleviating traffic problems.

Commissioner Osborne stated there is another issue regarding regional transit in that area. That is that during the month of January, Hayden, Pima, and Scottsdale Roads are blocked.

Chair Gilliland stated that the most recent projects have dealt with ITS—the signal interfaces and ability to perform immediate traffic control and make adjustments for those high-volume events.

Ms. O'Connor added that the concept of special event access is relevant in the sub-area studies. If there is not already a criteria that relates to special events access, it will be incorporated; particularly since this area is somewhat affected by the confluence of the FBR and WestWorld activities which also impact the freeway corridor.

Commissioner Taunton opined that the major gap in the system for the Airpark that needs to be addressed is some sort of HOV direct-access connection from 101 to the Airpark area. It would not only serve the Airpark, but also the Airport. When an HOV facility is on a freeway and there is no direct access, a major weave situation is created and there is no additional benefit to transit. This employment center, although very large, is decentralized and it cannot be served in the same way that a central business district such as Phoenix or Tempe is served. A solution would be a single point of access that is convenient for all, and this can be done with an HOV connection. He provided an example of how this could be accomplished, based on a similar project he had worked on in Redmond, Washington, home to Microsoft Corporation.

Chair Gilliland questioned whether a transit or park-and-ride center would need to be established in addition to the ramp; or was Commissioner Taunton speaking of the ramp more specifically.

Commissioner Taunton indicated he was speaking about all of it. As an example, in downtown Phoenix during the peak hours, the HOV ramps are used by HOVs or by transit; but during off-peak hours, they are used by everyone. Therefore, if such a facility was built in the Airpark, it would provide an incentive during the peak hours to people who are traveling huge distances to get to and from the Airpark. During the off-peak hours, new access points to the Airpark would be provided and that facility could be augmented with a transit center or park-and-ride.

One of the unique things about this area is that not only is it an employment destination, but also many area residents could use that point of access to move around the region. Commissioner Taunton opined that there was a major disconnect in terms of the amount of investment that was going into the 101 corridor. It would be false to assume that some sort of transit service could be provided to effectively serve the bulk of the employment in the Airpark—it is not feasible given the density as it exists. If it becomes more dense, then it is possible. More creative ways need to be considered, such as large employers providing shuttle service.

Mr. Meinhart stated Prop 400 provides for a transit passenger facility somewhere within the Airpark. The Master Plan will identify the best place for it.

Commissioner Taunton opined the primary focus should be ramp connection and what facilities would serve that afterwards.

Chair Gilliland inquired as to whether there were opportunities for other types of street improvements in this area rather than the tunnel that were not considered or available in the past.

Mr. Meinhart responded that studies done on the tunnel have been focused just on the tunnel itself. The last study was done in the late 1990s and included an estimate of cost to ascertain if there was interest in forming an improvement district of all the property owners within the Airpark. Ten years ago it was too expensive and since the tunnel is just to benefit the Airpark and not the regional transportation, it may not be a viable approach.

Another problem area is Hayden Road—going north it bends to the east and intersects with Frank Lloyd Wright 900 feet from the centerline of the freeway, creating an intersection that is a challenge to the motorist. This area is being studied to ascertain if it can be improved. The Thunderbird corridor is also being studied and various intersection improvements are being made to the Frank Lloyd Wright corridor.

Ms. O'Connor stated that the inclusion of the tunnel concept in Prop 400 was a placeholder to ensure there was a way and funding to address circulation in this area.

Chair Gilliland inquired as to whether specifically evaluated alternatives and recommendations would be made to the Commissions in two months.

Mr. Meinhart could not guarantee the time frame to be two months, but specific recommendations will be presented to the Commissions in the very near future.

Commissioner Weiss asked Commissioner Taunton for clarification of his earlier suggestion for specific ramps and lanes. Commissioner Taunton explained that they would be identical to the three current HOV ramps in this region.

Commissioner Weiss opined that this seems like a better solution than doing the connector again.

Vice-chair Davis inquired as to whether specific problem areas and their solutions had been identified.

Mr. Meinhart responded that the team (staff and consultants) was calibrating projections for the area. Some software modeling will be done in association with HDR using the new software program entitled TransCAD. Some of the bottlenecks in that area are being worked on with capital improvement projects.

Ms. Huish gave a presentation on high-capacity transit. It is an element of the Transportation Master Plan and has been through a long planning process. She highlighted the 2000-2003 Study entitled "Scottsdale/Tempe North/South Transit Corridor Study." It examined nine different modes of technologies that could be used and six different corridor alternatives to coordinate with the Central Phoenix/East Valley light rail project through Tempe. In 2003 the City Council approved the Scottsdale Road corridor for high capacity transit, but did not select the type of transit. The Transportation Master Plan will determine which type or types of high capacity transit will be used on Scottsdale Road .

Ms. O'Connor explained that some of the terminology used in the presentation and the format for the analysis is a federal format so that federal funds can be used for the capital costs of the selected technology options. It is very similar to the FAA types of criteria and analyses.

Commissioner Guilfooy inquired as to whether the construction costs would be covered by such things as granting, bonding, and additional sales taxes.

Ms. O'Connor responded that a financial plan will be developed for whatever technology is selected by the consultant. Prop 400 funds can also be re-allocated.

Commissioner Guilfooy inquired as to the financial viability of building such an operation.

Ms. O'Connor responded that operating costs for these systems vary on a per capita basis because, although the operations and maintenance cost per mile is the same for the different technologies, they have different capacities. Therefore, the cost becomes less, based on what the total vehicle capacity is. It is roughly \$1 million per mile in operating costs as well as variation in per-mile capital cost. The consultant will be providing a summary regarding the pros and cons of this issue.

It is not anticipated that new revenue will be requested in the initial stages. There might be regional revenue sources that are available in the long term. Prop 400 provides for 30 percent transit. Ms. O'Connor provided other examples of funding that might become available after the project has been started or is in operation.

Commissioner Guilfooy inquired as to whether there were other cities that had undertaken a similar project.

Ms. O'Connor responded that the example that is the most parallel to Scottsdale is the Goldline in Pasadena. She provided examples of systems using these different technologies in several western cities (San Diego, Houston, Denver, Salt Lake City).

Commissioner McCall stated that Ms. O'Connor did not answer Commissioner Guilfoy's previous question on who would be utilizing the transit system.

Ms. O'Connor indicated this had been brought up at the Transportation Commission's last meeting. One of the unique factors of this corridor is that it is an all-day corridor with different origins and destinations. It has more than one university facility; it has a downtown with significant residential infill; it has major employment destinations; it has extensive retail and entertainment character; extensive underway or planned residential infill; and schools. She did not currently have an estimate of the potential ridership, but it will be part of what the consultant effort will incorporate.

At Commissioner McCall's request, Ms. Huish reviewed the legend on the slide of the aerial map of the bus station at Oak Street.

Commissioner Howard opined that the analysis presented was presented in isolation—it only has to do with Scottsdale and only gives options for Scottsdale. Yet once it is completed, it becomes part of the system and Scottsdale becomes part of the group of communities that bear the burden of the entire system, as opposed to just the part that is in Scottsdale. He inquired as to the cost of the membership in this system.

Ms. O'Connor responded that she did not have the answer. However, no one has asked Scottsdale to participate in the light rail system. This question came up at the last Commission meeting, and some factors were identified as possible costs of participation and will be analyzed as part of the technology selection discussion. Some of those costs include possible use of trackway and maintenance facilities. She reminded the group that the consultant will be examining costs that will be partially borne by Prop 400.

Commissioner Weiss provided an example of how the City would or would not have to pay fees, based on whether or not it used the system or just provided connections.

There was no discussion on potential action.

2. Public Comment

Mr. Michael Fernandez, 4338 North Scottsdale Road, owner of Pottery Paradise, distributed a packet of information to the Transportation Commission. He advised that if any member of the Airport Advisory Commission wanted a copy, he would get it to them. He gave a brief history of his background.

He indicated that the packets contained facts and figures from government agency reports and articles written and researched by experts on light rail transit. He opined that a light rail transit system would have a negative impact on Scottsdale and its citizens.

Light rail has the highest rate of non-occupant fatalities over any other form of transportation. Also, when compared to any other form of transportation, it has the highest rate of murder, rape, robbery, assault, larceny, theft, burglary, and arson. It is by far the least cost-effective way of moving people. He stated there are more facts in the packet for the Commissioners to evaluate on the safety, security, and negative economic impact of light rail. He stated that neither he nor

his family will ever ride or congregate around a light rail train or station because of the knowledge that he has of light rail systems.

He attended the City-sponsored transportation working group meetings and realized that not one of the 20 members of that group owns property or a business on Scottsdale Road. He brought that fact to the attention of Ms. O'Connor and the Mayor. As a result, Tom Silverman, a business owner and former City Councilmember, was brought into the group. This is only one business owner representing all the businesses on Scottsdale Road. He opined that the study will be one-sided against the business and property owners on Scottsdale Road. There should have been a minimum of ten business owners in that working group. He and other business owners on Scottsdale Road would like to meet with the Transportation Commission in the near future to discuss the packet and the impact light rail will have on the City, its citizens, and the business and property owners of Scottsdale.

Chair Gilliland thanked Mr. Fernandez and advised that his comments will be taken into consideration in the evaluation process, which is just beginning. He invited him to return with fellow colleagues to express their views.

ADJOURNMENT

With no further business to discuss, being duly moved and seconded, the meeting adjourned at 8:47 p.m.

SUBMITTED BY:

A/V Tronics, Inc.

NOTE: VIDEO AND/OR AUDIO RECORDINGS OF SCOTTSDALE TRANSPORTATION COMMISSION MEETINGS ARE AVAILABLE FROM THE SCOTTSDALE TRANSPORTATION DEPARTMENT FOR UP TO SIX MONTHS FOLLOWING THE MEETING DATE.

IN ACCORDANCE WITH PROVISIONS OF THE ARIZONA REVISED STATUTES, THE SUMMARIZED MINUTES OF THE TRANSPORTATION COMMISSION MEETINGS ARE NOT VERBATIM TRANSCRIPTS. ONLY THE ACTIONS TAKEN AND DISCUSSION APPEARING WITH QUOTATION MARKS ARE VERBATIM.

Officially approved by the Transportation Commission on _____

**COMMISSION ACTION REPORT****TO: Airport Advisory Commission****FROM: Airport Staff****SUBJECT/PROJECT NAME:** Ratification of Airport
Aeronautical Business Permit for Prop Wash, Inc.**Agenda Item No.:** 4**Meeting Date:** 09/13/06**Staff Contact:** Matt Johnson**Phone:** (480) 312-8475**ACTION**

Ratification of Airport Aeronautical Business Permit for Prop Wash, Inc. to provide aircraft washing services at Scottsdale Airport.

PURPOSE

Pursuant to Scottsdale Revised Code, Chapter 5, Article 3, commercial aeronautical activity conducted on the airport requires a valid Airport Aeronautical Business Permit. In addition, the Airport Minimum Operating Standards outlines the process for obtaining such a permit. Prop Wash, Inc. has requested an Airport Aeronautical Business Permit to conduct aircraft washing services at Scottsdale Airport.

APPLICANT(S)

Mr. Daniel Orr, President
Prop Wash, Inc.
P.O. Box 12804
Scottsdale, AZ 85267
812-201-1466

KEY CONSIDERATIONS

- Prop Wash, Inc. has provided the appropriate documentation as required in the Airport Minimum Operating Standards.
- Insurance requirements have been met, naming City of Scottsdale as additional insured.
- The associated fees are anticipated to generate approximately \$300.00 in annual revenue to the Aviation Enterprise Fund.

Attachment(s): (1) Completed Airport Aeronautical Business Permit Form

Action
Taken



SCOTTSDALE AIRPORT AERONAUTICAL BUSINESS PERMIT

(Required to conduct commercial aeronautical activity on the airport)

Business or activity to be conducted (Check all that apply):

- | | |
|---|--|
| <input type="checkbox"/> Aircraft Charter Services | <input checked="" type="checkbox"/> Aircraft Washing Service |
| <input type="checkbox"/> Aircraft Leasing or Rental Services | <input type="checkbox"/> Hangar/Shade Leasing Services |
| <input type="checkbox"/> Aircraft Maintenance and Repair Services | <input type="checkbox"/> Flight Training Services |
| <input type="checkbox"/> Aircraft Management | <input type="checkbox"/> Fixed Base Operator |
| <input type="checkbox"/> Aircraft Sales Services | <input type="checkbox"/> On-Airport Rental Car Concession |
| <input type="checkbox"/> Aircraft Mobile Maintenance and Repair Services | <input type="checkbox"/> Off-Airport Rental Car Concession |
| <input type="checkbox"/> Specialized Aircraft Repair Services (list service) _____ | |
| <input type="checkbox"/> Specialized Commercial Flying Services (list services) _____ | |
| <input type="checkbox"/> Other _____ | |

These activities are limited to the airport by ordinance. Please refer to the Airport Minimum Operating Standards for further information on each type of business.

Applicant: Prop Wash, Inc.

Authorized Representative: Daniel Orr Title: President

Business Address: PO Box 12804

City, State, Zip: Scottsdale, AZ 85267

Billing Address: PO Box 12804

City, State, Zip: Scottsdale, AZ 85267

Phone (work): 812-201-1466 (fax): _____ (emergency): 812-201-1466

Email Address: dorr@scottsdaleflightacademy.com

The Applicant hereby requests the above action(s) from the city for the privilege of conducting commercial aeronautical activities on the airport and/or in the airpark, and in consideration of this request being granted agrees to the following:

- (**FEE PAYMENT:** The Applicant agrees to pay all applicable monthly fees on time by the twentieth (20) day of each month, and all required fee including late fees, interest and penalties without deduction of any kind.
- (**PERMIT LIMITATIONS:** This permit may not be assigned or transferred, and is limited to only the approved business activity listed above.
- (**INFORMATION CHANGES:** The Applicant shall notify the Airport Administration Office in writing within fifteen (15) days of any change to the information provided on this form.
- (**INDEMNIFICATION:** The Applicant shall indemnify the city pursuant to Chapter 5 of the Scottsdale Revised Code.
- (**COMPLIANCE WITH THE LAW:** The Applicant shall comply with all applicable laws, ordinances, rules and regulations.

The undersigned representative certifies he/she is authorized to sign for the business and acknowledges receipt of a copy of this permit.

Authorized Representative's Signature

Date signed

Return Original To: 15000 North Airport Drive, Suite 200, Scottsdale, AZ 85260

APABP_EFORM Orange

***** Airport Administration Use Only *****

Indicate documents provided to applicant

- | | |
|---|--|
| <input checked="" type="checkbox"/> City Code - Chapter Five | <input type="checkbox"/> Airpark Minimum Operating Standards |
| <input type="checkbox"/> Airpark Rule and Regulations | <input type="checkbox"/> Airport Wingspan Restriction Map |
| <input checked="" type="checkbox"/> Airport Rules and Regulations | <input type="checkbox"/> Receipt for Payment of Fees |
| <input checked="" type="checkbox"/> Airport Minimum Operating Standards | |

Attach copies of applicable documents

- | | |
|---|--|
| <input type="checkbox"/> Lease/License agreement | <input type="checkbox"/> FAA Certificates |
| <input type="checkbox"/> Sublease agreement | <input checked="" type="checkbox"/> Certificates of Insurance |
| <input checked="" type="checkbox"/> Airport Driver/Vehicle Permit | <input checked="" type="checkbox"/> Business/Privilege Tax License |

AIRPORT DIRECTOR'S COMMENTS

No Stipulations

Approved by

Walter Johnson

Airport Director (or designee)

8/16/2006

Date signed

AIRPORT ADVISORY COMMISSION'S COMMENTS

**COMMISSION INFORMATION REPORT****TO: Airport Advisory Commission****FROM: Airport Staff****SUBJECT/PROJECT NAME:** Airport / Airpark
Aeronautical Business Permit Additions, Cancellations,
and Revocations**Agenda Item No.:** 5**Meeting Date:** 09/13/06**Staff Contact:** Matt Johnson**Phone:** (480) 312-8475**INFORMATIONAL**

Review of Airport and Airpark Aeronautical Business Permit Additions, Cancellations, and Revocations.

PURPOSE

Per the request of the Airport Advisory Commission, a report will be provided on a monthly basis indicating additions, cancellations, and revocations of Airport and Airpark Aeronautical Business Permits.

KEY CONSIDERATIONS

- Attached is a current monthly tenant list of permittees.
- List will provide what type of aeronautical activity the business is conducting at the Airport/Airpark and contact information.
- Any additions, cancellations, and revocations will be highlighted on the tenant list.
 - Green indicates a new permittee
 - Yellow indicates a cancellation
 - Red indicates a revocation

Attachment: (1) Current Permittee List

**Airport / Airpark Permittees and Major Tenants
September 2006**

BUSINESS NAME	ACTIVITY	LOCATED	PHONE	FAX
AEROCARE	AIRCRAFT WASHING	MOBILE	480-232-3310	N/A
AERO JET SERVICES	AIRCRAFT CHARTER/MGMT.	AIRPARK	480-922-7441	480-922-8297
AIR COMMERCE CENTER	OFFICE/HANGAR RENTAL	ACC	480-483-1985	480-483-1726
AIR GOURMET SCOTTSDALE	IN FLIGHT CATERING	MOBILE	480-314-4688	480-314-4699
AIRPARK PARTNERS LLC	HANGAR/SHADE LEASING	AIRPARK	480-585-7234	480-443-1726
AIR SERVICES INTERNATIONAL	HELICOPTER MTC. AND REPAIR	AIRPARK	480-948-2150	480-443-4987
AJ'S FINE FOODS	IN-FLIGHT CATERING	MOBILE	480-563-5070	490-949-2835
ALAMO/NATIONAL CAR RENTAL	CAR RENTALS	TERM	480-948-4884	480-948-7444
ALL OUT AERIAL, INC.	HELICOPTER CHARTER SVCS	AIRPARK	480-361-9538	480-596-2515
ALLIANCE AIRCRAFT SERVICES	A/C LEASING/RENTAL & TRNG	ABC	480-614-1166	480-048-1230
ALLIANCE A/C MAINTENANCE SVC	A/C MOBILE MTC AND REPAIR	MOBILE	480-614-1166	480-948-1230
ARINC	AIRCRAFT MTC. AND REPAIR	SAC	480-607-7318	480-607-9649
ARIZONA FLIGHT WORKS	A/C LEASING/FLIGHT TRAINING	ACC	480-348-0223	480-348-0226
ARIZONA PIPER, LLC	A/C SALES SERVICES	SFBO	480-214-0440	480-214-0441
AVIATION DREAM WORKS INC	A/C SALES & MANAGEMENT	AIRPARK	480-998-4571	480-998-4572
AVIS RENT A CAR SYSTEMS INC.	CAR RENTALS	AIRPARK	480-948-4993	602-273-3215
AXIS AVIATION GROUP, INC.	A/C MANAGEMENT SERVICES	AIRPARK	916-391-5000	916-391-5001
B & R INVESTMENTS	HANGAR/SHADE LEASING	ACC	480-483-1985	480-483-1726
BALSON INVESTMENTS	HANGAR/SHADE LEASING	AIRPARK	480-922-9945	480-922-0839
BANCORP SERVICES	AIRCRAFT SALES & MGMT SVCS	AIRPARK	480-624-9017	480-624-9091
BARRON THOMAS	AIRCRAFT SALES	CJAC	480-951-6207	480-951-6229
BASHA'S INC./AJ'S FINE FOODS	IN FLIGHT CATERING	MOBILE	480-990-2484	480-949-2835
BATES FAMILY TRUST	HANGAR/SHADE LEASING	AIRPARK	480-443-8287	480-443-8385
BCO, LLC	HANGAR/SHADE LEASING	AIRPARK	480-922-0490	480-922-0839
BLUE FIG, THE	RESTAURANT	TERM	480-948-8585	602-569-1296
BONESTEEL, JUNE	GROUND SCHOOL TRAINING	CJAC	602-569-0200	602-569-1296
BRAINWASH LLC	HANGAR/SHADE LEASING	AIRPARK	480-609-1109	480-609-1159
BRO, KENT & BETSY	HANGAR/SHADE LEASING	AIRPARK	480-948-8955	480-948-8645
BUSINESS AIRCRAFT MGMT	A/C SALES, MGMT, CHARTER	AIRPORT	480-905-8659	480-905-9365
CHALPIN FAMILY ENTERPRISES	HANGAR/SHADE LEASING	AIRPARK	480-951-9000	480-951-0991
CHEYENNE CHARTER, INC.	AIRCRAFT CHARTER SERVICES	AIRPARK	480-556-1527	N/A
CRM AIRLINE TRAINING CENTER	FLIGHT TRAINING	ACC	480-948-8017	480-948-9466
CORPORATE JETS	FIXED BASE OPERATOR (FBO)	CJ	480-948-2400	480-948-3874
CORPORATE JETS AVIATION	OFFICE/HANGAR RENTAL	CJAC	480-948-2400	480-948-3874
CWIE MANAGEMENT RESOURCES	HANGAR/SHADE LEASING	AIRPARK	480-449-7751	480-449-8814
DALLAS AIRMOTIVE	A/C TURBINE ENGINE REPAIR	AIRPARK	480-905-8788	480-905-8786
DESERT PEAK AVIATION	SPECIALIZED COM'L. FLYING	MOBILE	602-954-9264	602-954-9264
DUNCAN AVIONICS	AVIONICS REPAIR	SAC	480-922-3575	480-951-9234
E & J AVIATION	AIRCRAFT MAINTENANCE	MOBILE	602-270-5250	602-840-5598
EAGLE PRODUCE LTD.	HANGAR/SHADE LEASING	AIRPARK	480-998-1444	480-951-1392
ECHO EXECUTIVE PARK, LLC	HANGAR/SHADE LEASING	AIRPARK	480-829-7190	480-829-7506
ELSE EMOFF LIVING TRUST	HANGAR/SHADE LEASING	AIRPARK	480-991-7272	480-483-7674
ENTERPRISE RENT-A-CAR	CAR RENTAL	AIRPARK	480-315-8051	480-315-1938
EXECUTIVE AIRCRAFT MTC.	A/C MAINTENANCE	SFBO	480-991-0900	480-991-3067
EXECUTIVE FLIGHT SERVICES	A/C SALES	ACC	480-922-8681	480-951-4868
EXECUTIVE SERVICES, INC.	A/C CHARTER, HANGAR/SHADE LEASING	AIRPARK	480-236-5132	602-923-1496
FAA CONTROL TOWER	CONTROL TOWER	TOWER	602-640-2600	N/A
FLIGHTWORKS MAINTENANCE	A/C MAINTENANCE & REPAIR	ACC	480-348-0223	480-348-0226
FOUNDERS CORPORATE CTR.	HANGAR/SHADE LEASING	AIRPARK	480-922-0460	480-483-8409
GEMINI AIR GROUP	AIRCRAFT MANAGEMENT SVCS	AIRPARK	480-991-5387	480-991-3373

GRAYSTAR CORPRATION	HANGAR/SHADE LEASING	AIRPARK	480-483-1985	480-483-1726
GREAT WESTERN AIR	AIRCRAFT CHARTER SERVICES	CJAC	480-661-9492	623-321-0355
GREENWAY HANGARS/SHADES	HANGAR/SHADE RENTAL	AIRPORT	480-990-1156	480-990-1156
HANGAR THREE, LLC	HANGAR/SHADE LEASING	AIRPARK	480-596-9000	480-948-0502
HERTZ RENT-A-CAR	CAR RENTALS	TERM	480-609-6657	480-609-4318
JASON'S DELI	IN FLIGHT CATERING	MOBILE	480-443-3811	480-443-9718
JET PROS, LLC	CHARTER/BROKERAGE	MOBILE	480-444-2452	480-575-9920
JETS ONLY	AIRCRAFT MANAGEMENT SVCS	AIRPARK	602-549-4549	480-659-6051
JETSTREAM DETAILING, L.L.P.	AIRCRAFT WASHING SERVICES	MOBILE	480-226-0736	N/A
JMC AVIATION	AIRCRAFT SALES	AIRPARK	480-315-0829	480-315-0863
JOC, INC.	HANGAR/SHADE LEASING	AIRPARK	574-232-8213	574-232-8223
JUST GREAT FOOD	IN FLIGHT CATERING	MOBILE	602-996-3152	602-996-4186
L & B MANAGEMENT	HANGAR/SHADE LEASING	AIRPARK	480-483-1985	480-483-1726
MOBILE INN ASSOCIATES, LP.	HANGAR/SHADE LEASING	AIRPARK	480-483-1985	480-483-1726
NELSON, ROBERT	HANGAR/SHADE LEASING	AIRPARK	480-991-1085	480-991-2393
PACIFIC MARINE MANAGEMENT	HANGAR/SHADE LEASING	AIRPARK	360-653-4266	360-659-4216
PACIFIC REALTY HOLDINGS LTD.	HANGAR/SHADE LEASING	AIRPARK	480-951-1212	480-951-3027
PAR DEVELOPMENT, LLC	HANGAR/SHADE LEASING	AIRPARK	480-483-1985	480-483-1726
PINNACLE AIR GROUP	AIRCRAFT MGMT & CHARTER	ACC	480-998-8989	480-922-6566
PINNACLE AVIATION	AIRCRAFT SALES	ACC	480-998-8989	480-922-6566
PLO PROPERTIES, LLC	HANGAR/SHADE LEASING	AIRPARK	480-948-3789	480-948-3610
PLUS 5 SPORT AERO	FLIGHT TRAINING	SFBO	602-971-3991	602-971-3896
PRAGMATIC AVIATION	HANGAR/SHADE LEASING	AIRPARK	480-515-1411	480-563-8959
PREMIER HELICOPTERS, LLC	HELO LEASING/RENTAL/TRNG.	AIRPARK	480-232-8164	480-575-7532
QUANTUM HELICOPTERS	HELICOPTER TRAINING	AIRPARK	480-814-8118	480-814-8737
REMINGTON'S CATERING	IN FLIGHT CATERING	MOBILE	480-951-5149	480-951-5152
RUSSELL, ROBERT R. (RUSSCOR)	HANGAR/SHADE LEASING	AIRPARK	480-951-0055	480-951-2211
SABENA AIRLINE TRAINING	FLIGHT TRAINING	ACC	480-948-4515	480-443-8861
SALSMAN, CARL	AIRCRAFT SALES	ABC	480-951-6270	480-951-6272
SAWYER AVIATION, LLC	A/C RENTAL & FLIGHT TRAINING	SFBO	480-922-5221	480-922-5653
SAWYER CHARTER SERVICE	SALES & CHARTER	TERM	480-922-2723	480-922-5653
SCOTTSDALE AIRCENTER	FIXED BASE OPERATOR (FBO)	SAC	480-951-2525	480-951-2595
SCOTTSDALE AIRPARK FUND II	HANGAR/SHADE LEASING	AIRPARK	480-609-3936	480-596-1951
SCOTTSDALE FBO	FIXED BASE OPERATOR (FBO)	SFBO	480-443-7205	480-948-3874
SCOTTSDALE FLIGHT ACADEMY	A/C LEASING/RENTAL/TRAINING	ACC	480-948-0915	480-951-4868
SCOTTSDALE FLYERS	A/C MGMT/CHARTER & MTC	ACC	480-922-8681	480-951-4868
SCOTTSDALE HANGAR ONE	HANGAR/SHADE LEASING	AIRPARK	480-797-1522	480-659-6051
SCOTTSDALE HELICOPTERS INC	FLIGHT TRAINING	AIRPARK	480-451-0413	480-951-6287
SCOTTSDALE JET BUSINESS CTR	HANGAR/SHADE LEASING	AIRPARK	480-948-7296	N/A
SCOTTSDALE PILOT SHOP	PILOT SHOP	ABC	480-948-8994	480-948-8995
SIMCON TRAINING CENTER	SPECIALIZED FLIGHT TRAINING	AIRPARK	480-905-3040	480-951-2709
SKY PEAK LLC	HANGAR/SHADE LEASING	AIRPARK	480-483-8107	480-483-8172
SOMETHING SPECIAL CATERING	IN FLIGHT CATERING	MOBILE	480-595-8512	480-575-9218
SONORAN CHARTERS LLC	AIRCRAFT CHARTER	AIRPARK	480-998-4849	480-998-4628
SOUTHWEST FLIGHT CENTER	TRAINING/RENTALS, MAINT/REP	ABC/APK	480-991-2880	480-991-2968
SOUTHWEST JET AVIATION	A/C SALES, CHARTER, MGMT.	AIRPARK	480-991-7076	480-991-8511
SOUTHWEST JET CORP. CENTER	HANGAR/SHADE LEASING	AIRPARK	480-991-7076	480-991-8511
SPIRIT ROTORCRAFT, L.L.C.	A/C LEASING / FLIGHT TRAINING	ABC	602-540-7093	602-216-9478
SUNFARE, L.L.C.	IN FLIGHT CATERING	MOBILE	623-582-0588	623-587-6056
SWIFT AVIATION SERVICES	MTC/REPAIR, AVIONICS	MOBILE	602-273-3770	602-244-2076
THUNDERBIRD PROPERTIES	HANGAR/SHADE LEASING	AIRPARK	480-998-7476	480-998-9390
TURBO NATIONAL	AIRCRAFT SALES	SAC	480-948-1993	480-991-2363
UNIVERSAL HELICOPTERS INC.	TRAINING, LEASING/PHOTO	CJAC	480-951-6283	480-951-6285

US CUSTOMS	FEDERAL CUSTOMS OFFICE	ABC	480-312-8483	480-312-8485
WALLACE HOLDINGS, LLC	HANGAR/SHADE LEASING	AIRPARK	480-998-8861	480-998-0388
WEST COAST WASH STATION	AIRCRAFT WASHING	MOBILE	480-443-7320	N/A
WESTCOR AVIATION	CHARTER/HELO MAINTENANCE/ HANGAR/SHADE LEASING	AIRPARK	480-991-6558	480-991-7827
WEST JET AIRCRAFT, LLC	AIRCRAFT CHARTER SERVICES	SFBO	480-998-3366	480-998-3301
WINDMILL INNS OF AMERICA	HANGAR/SHADE LEASING	AIRPARK	480-443-0909	480-443-7635

ABC = Aviation Business Center, 15041 N. Airport Drive, Scottsdale, AZ 85260
 ACC = Air Commerce Center, 14605 N. Airport Drive, Scottsdale, AZ 85260
 AIRPARK = Various approved Airpark business locations
 CJ = Corporate Jets, Inc., 14600 N. Airport Drive, Scottsdale, AZ 85260
 CJAC = Corporate Jets Aviation Center, 14700 N. Airport Drive, Scottsdale, AZ 85260
 SAC = Scottsdale Air Center, 15290 N. 78th Way, Scottsdale, AZ 85260
 SFBO = Scottsdale FBO, 15115 N. Airport Drive, Scottsdale, AZ 85260
 TERM = Scottsdale Airport Terminal, 15000 N. Airport Drive, Scottsdale, AZ 85260
 TOWER = FAA Air Traffic Control Tower, 14960 N. 78th Way, Scottsdale, AZ 85260



COMMISSION ACTION REPORT
TO: Airport Advisory Commission

FROM: Airport Staff

SUBJECT/PROJECT NAME: Authorize Contract No. 2006-157-COS with Carter & Burgess to Provide Airport Engineering Services for Scottsdale Airport.

Agenda Item No.: 6

Meeting Date: 09/13/06

Staff Contact: Scott Gray

Phone: (480) 312-7735

ACTION

Airport Advisory Commission considers a recommendation to Authorize Contract No. 2006-157-COS with Carter & Burgess to provide airport engineering services for Scottsdale Airport.

PURPOSE

This contract will provide for professional airport engineering/consulting services for a full range of aviation needs at Scottsdale Airport including, but not limited to, airport master planning, environmental analysis, engineering, airport noise control, land use compatibility, conceptual layouts, facility design, activity forecasting, financial planning, program management, airport community relations programs, grant administration, special feasibility management and operations evaluations as necessary.

KEY CONSIDERATIONS

- The Aviation Division was responsible for the preparation of the Request for Qualifications (RFQ) and the solicitation of qualified airport engineering firms from across the country.
- Notification of the solicitation was forwarded to all members of the Airports Consultants Council, as well as posted on Airport organization websites, one (1) regional website and one (1) state website. The RFQ was also posted on the City's airport and purchasing websites.
- Six (6) firms submitted statements of qualification and three (3) of those firms were short-listed and subsequently interviewed.
- The RFQ Selection Committee included five (5) members of City staff and one (1) person outside the City.
- The Selection Committee unanimously selected Carter & Burgess following their submittal review and interview.

Attachment: (1) Contract No. 2006-157-COS

Action
Taken

**CITY OF SCOTTSDALE
AIRPORT ENGINEERING SERVICES CONTRACT**

THIS CONTRACT, made and entered into this 3rd day of October 2006, by and between the CITY OF SCOTTSDALE, a Municipal Corporation of the State of Arizona, hereinafter referred to as "City", and Carter & Burgess, a Corporation of the State of Arizona hereinafter referred to as "Engineer".

WITNESSETH

THAT, the Mayor of the City of Scottsdale is authorized and empowered by provisions of the City Charter to execute contracts for professional services; and

WHEREAS, the City desires to contract for the purpose of providing professional airport engineering services for a full range of aviation needs at Scottsdale Airport, including but not necessarily limited to, airport master planning, environmental analysis, engineering, airport noise control, land use compatibility, conceptual layouts, facility design, activity forecasting, financial planning, program management, airport/community relations programs, grant administration and special feasibility management and operations evaluations as may be necessary; and

WHEREAS, the Engineer is qualified to render the services desired by the City;

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1.0 SCOPE OF SERVICES

The Engineer shall act under the authority and approval of the Contract Administrator to provide the services required by this Contract.

The Engineer shall do, perform and carry out in a satisfactory and proper manner, as determined by the City, the services generally outlined below and specifically indicated in future Authorization of Services attached and agreed upon by the City.

The Engineer may utilize the services of the Independent Contractors, Consultants and Subcontractors, when such services are warranted and previously agreed upon in writing by the City.

1.1 GENERAL SERVICES

The Engineer shall render services as the City's professional Airport Engineer, giving consultation and advise as needed. The Engineer shall provide general project administration, fiscal planning and management services, including but not limited to, consultation regarding priority determination, funding sources and scheduling of work for the design and construction of airport development and maintenance projects.

1.2 AIRPORT ENGINEERING SERVICES

The Engineer shall assist the City in determining the extent of engineering projects and shall perform the phases of preliminary design, final design, participate with the City's Purchasing Department with the bidding process or negotiation and construction

supervision. Specific engineering services will be included under Scope of Services in an attached Authorization of Services. One or more separate Authorization of Services will be prepared for each engineering project and when signed by the parties, becomes a part of this Contract. Each Authorization of Services shall set forth, in addition to the specific services to be performed in connection with that project, the time limits within which such services are to be performed, and compensation to be paid the Engineer for its services, and any and other special conditions or provisions which apply to the subject project and are not addressed elsewhere in this Contract. The Engineer may elect not to perform any services before execution of an Authorization of Services.

1.3 PLANNING AND/OR FEASIBILITY STUDIES

For all services not covered under the above general services or Airport engineering services, separate Authorization of Services will be prepared as required. Each Authorization of Services for planning and/or feasibility studies shall set forth the specific services to be performed, the time limits within which such services are to be performed, the compensation to be paid the Engineer for its services, and any other special conditions or provisions which apply to the particular study and are not addressed elsewhere in this Contract. The Engineer may elect not to perform any services before execution of such an Authorization of Services.

1.4 AUTHORIZATION OF SERVICES

Prior to initiating any work requested under Sections 1.1, 1.2, and 1.3 above, the Engineer and City must execute an Authorization of Services as specified within each of these sections. The Contract Administrator shall approve all Authorization of Services.

1.5 RESPONSIBILITY OF THE ENGINEER

The Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all services provided by the Engineer under this Contract. The time spent for each task shall be recorded and submitted to the Contract Administrator. The Engineer shall maintain all books, papers, documents, accounting records and other evidence pertaining to time billed and to costs incurred and make such material available at all reasonable times during the contract period.

1.6 RESPONSIBILITY OF THE CITY

The City shall cooperate with the Engineer by making a diligent effort to provide available items reasonably necessary for the Engineer to be able to provide its services, including all previous plans, drawings, specifications and design and construction standards; assistance in obtaining necessary access to the public and private lands; legal, accounting, and insurance information required for various projects; and necessary permits and approval of governmental authorities or other individuals.

2.0 FEES AND PAYMENTS

2.1 COMPENSATION

All compensation for services rendered by the Engineer and/or its Subcontractors shall be based upon criteria established below which relate to the type of services provided and must be billed through the primary Engineer.

2.1.1 General Services

Compensation for general services authorized by the City shall be based upon actual hours and expenses incurred by the Engineer. The Engineer and any of its Subcontractors must provide certified hourly rate schedules, which will be approved by and placed on file with the City. Such hourly rate schedules will establish a certified billing rate for each employee category, which includes direct salary, overhead and profit and shall constitute the full and complete compensation per hour of services performed by the Engineer. The City based upon submittal of expense reports and/or receipts if requested shall reimburse eligible expenses. All eligible expenses will be outlined and generally approved by the City beforehand and will include only non-overhead items directly related to the services performed, such as, but not limited to, transportation, subsistence, reproduction of documents, computer costs, and all purchases which become the property of the City. The Engineer may submit revised hourly rate schedules for approval no later than 60 days prior to the expiration of each one-year contract anniversary. The Contract Administrator and Purchasing Director must approve any revised hourly rate in writing at the time of any contract extension.

2.1.2 Price Escalation

The Engineer may only request Price increases, thirty (30) days prior to the anniversary date of the Contract. Failure to do so may result in the denial of any increase requested.

Price increases will become effective only after approval by the Contract Administrator and the Purchasing Director and will be effective for at least one year from the date of approval.

Approved price increases will be applied to the unit pricing in the Contract as a percentage increase.

The increased rate shall be based upon mutual consent of the Engineer and the Contract Administrator; however, the Contract Administrator shall evaluate the Engineer's performance, services, and records documentation to determine the appropriateness of the increase requested.

The percentage increase in unit pricing may not exceed the percent increase in the United States "Consumer Price Index" for All Urban consumers (C.P.I.-U.) U.S. City Average for the Percent Change from the Year Ago as published by the U.S. Department of Labor, Bureau of Labor Statistics. (Index Base Period 1982-84 = 100).

2.1.3 Engineering/Planning/Feasibility Services

Compensation for all services other than General Services shall be made as specified in the Authorization of Services.

2.2 PAYMENT APPROVAL

The time spent for each task shall be recorded and submitted to the Contract Administrator. The Engineer shall maintain all books, papers, documents, accounting records and other evidence pertaining to time billed and to costs incurred and make such materials available at all reasonable times during the contract period.

Monthly payments shall be made to the Engineer on the basis of a progress report prepared and submitted by the Engineer for work completed through the last day of the preceding calendar month. Each task shall be subject to review and approval by the Contract Administrator to determine acceptable completion.

The Contract Administrator shall prepare a partial payment request document for the Engineer's acceptance. However, not more than 90% of the total contract price shall be paid before City's final acceptance of all completed work.

The Contract Administrator reserves the exclusive right to determine the amount of work performed and payment due the Engineer on a monthly basis.

The Contract Administrator prior to payment must approve all charges.

All billing will be to the Scottsdale Airport, 15000 N. Airport Drive, #200, Scottsdale, AZ 85260.

3.0 GENERAL TERMS AND CONDITIONS

3.1 CONTRACT ADMINISTRATOR

The Contract Administrator for the City shall be Aviation Director, or designee. The Contract Administrator shall oversee the performance of this Contract, assist the Engineer in accessing the organization, audit billings, and approve payments. The Engineer shall submit all reports and special requests through the Contract Administrator.

3.2 TERM OF CONTRACT

The general services of the Engineer shall be available on a continuous basis for a period of three (3) year commencing as of the effective date of this Contract. Specific services outlined in all subsequent Authorizations of Services shall be undertaken and completed in the sequence and time frame specified in each Authorization of Services. It is understood that specific services, begun during the time of performance as outlined above, may require the services of the Engineer beyond the termination date of this contract, in which case, the provisions of this Contract will remain in effect for the completion of that specific service.

The City reserves the option to extend this Contract, for a maximum of two (2) more one-year periods, upon the concurrence of the Contract Administrator and Purchasing Director.

This Contract shall be in full force and effect when all signatures have been affixed hereon and it has been approved by the City Council of the City of Scottsdale, Arizona, and signed by its Mayor as attested by the City Clerk thereof. Any Authorization of Service shall not be considered modifications of this Contract and shall be effective upon their execution by the Contract Administrator or designee.

In the event that the tasks remain incomplete after specified time period, continuation of this Contract shall be subject to written approval of the Contract Administrator.

3.3 *TERMINATION OF CONTRACT*

The City has the right to terminate this Contract or abandon any portion of the project for which the Engineer has not performed services.

Termination for Convenience: City reserves the right to terminate this contract or any part hereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Engineer shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and Subcontractors to cease such work. As compensation in full for services performed to the date of such termination, the Engineer shall receive a fee for the percentage of services actually completed. This fee shall be in the amount to be mutually agreed upon by the Engineer and the City, based on the agreed Scope of Work. If there is no mutual agreement, the Contract Administrator shall determine the percentage of completion of each task detailed in the Scope of Work and the Engineer's compensation shall be based upon such determination. The City shall make this final payment within sixty (60) days after the Engineer has delivered the last of the partially completed items. Engineer shall not be paid for any work done upon receipt of the notice of termination, nor for any costs incurred by Engineer's suppliers or Subcontractors, which Engineer could reasonably have avoided.

Termination for Cause: City may also terminate this contract or any part hereof with seven (7) days notice for cause in the event of any default by the Engineer, or if the Engineer fails to comply with any of the terms and conditions of this contract. Unsatisfactory performance as judged by the Contract Administrator, and failure to provide City, upon request, with adequate assurances of future performance shall all be causes allowing City to terminate this contract for cause. In the event of termination for cause, City shall not be liable to Engineer for any amount, and Engineer shall be liable to City for any and all damages sustained by reason of the default, which gave rise to the termination.

In the event Engineer is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this contract immediately upon giving notice to the Engineer.

In the event the City shall terminate this Contract or any part of the services as herein provided, the City shall notify the Engineer in writing, and immediately upon receiving such notice, the Engineer shall discontinue advancing the work under this Contract and proceed to close said operations.

Upon such termination or abandonment, the Engineer shall deliver to the City all drawings, special provisions, field survey notes, reports, and estimates, entirely or partially completed, in any format, including but not limited to written or electronic media, together with all unused materials supplied by the City. Use of incomplete data shall be the City's sole responsibility.

The Engineer shall appraise the work it has completed and submit its appraisal to the City for evaluation.

If through any cause, the Engineer shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Engineer shall violate any of the covenants, agreements, or stipulations of this Contract, the City may withhold any payments to the Engineer for the purpose of setoff until such time as the exact amount of damages due the City from the Engineer is determined by a court of competent jurisdiction.

3.4 *FUNDS APPROPRIATION*

If the City Council does not appropriate funds to continue this Contract and pay for charges hereunder, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice of termination to the Engineer at least thirty (30) days prior to the end of its current fiscal period and will pay to the Engineer all approved charges incurred through the end of such period.

3.5 *AUDIT*

The City may audit all of the Engineer's records, calculations, and working documents pertaining to this work at a mutually agreeable time and place.

Engineer's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the City to substantiate charges and claims related to this contract shall be open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Engineer or any of his payees pursuant to the execution of the contract. The City's authorized representative shall be afforded access, at reasonable times and places, to all of the Engineer's records and personnel pursuant to the provisions of this article throughout the term of this contract and for a period of three years after last or final payment.

Engineer shall require all Subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Engineer and payee. Such requirements will also apply to any and all Subcontractors.

If an audit in accordance with this article, discloses overcharges, of any nature, by the Engineer to the City in excess of one percent (1%) of the total contract billings, the actual cost of the City's audit shall be reimbursed to the City by the Engineer. Any adjustments and/or payments, which must be made as a result of any, such audit or inspection of the Engineer's invoices and/or records, shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Engineer.

3.6 *OWNERSHIP OF PROJECT DOCUMENTS*

All documents, including but not limited to, field notes, design notes, tracings, data compilations, studies, and reports in any format, including but not limited to, written or electronic media, which are prepared in the performance of this contract are to be and remain the property of the City and are to be delivered to the Contract Administrator before final payment is made to the Engineer.

When the work detail covers only the preparation of preliminary reports or plans, there shall be no limitations upon the City as to subsequent use of the plans or ideas incorporated therein, for the preparation of final construction plans. The City does agree to release the Engineer from any liability related to the preparation of final construction plans by others.

3.7 COMPLETENESS AND ACCURACY

The Engineer shall be responsible for the completeness and accuracy of its work, including but not limited to, survey work, reports, supporting data, and drawings, sketches, etc. prepared or compiled pursuant to this Contract and shall correct, at its expense, all errors or omissions therein which may be disclosed. The cost necessary to correct those errors attributable to the Engineering errors shall be chargeable to the Engineer. Additional construction added to the project shall not be considered the responsibility of the Engineer unless the need for same was created by any error, omission, or negligent act of the Engineer. The fact that the City has accepted or approved the Engineer's work shall in no way relieve the Engineer of any of its responsibilities.

3.8 ATTORNEY'S FEES

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action.

3.9 SUCCESSORS AND ASSIGNS

This Contract shall extend to and be binding upon the Engineer, its successors and assigns, including any individual, company, partnership, or other entity with or into which the Engineer shall merge, consolidate, or be liquidated, or any person, corporation, partnership, or other entity to which the Engineer shall sell its assets.

3.10 ASSIGNMENT

Services covered by this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Contract Administrator.

3.11 SUBCONTRACTORS

During the performance of the Contract, the Engineer may engage such additional Subcontractors as may be required for the timely completion of this Contract. The addition of any Subcontractors shall be subject to the prior approval of the City.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Engineer.

3.12 ALTERATIONS OR ADDITIONS TO SCOPE OF SERVICES

The total Scope of Engineering Services to be performed in accordance with this Contract is set forth herein, and, if the Engineer is asked to perform services, which are not included in this Contract, they will be considered additional services. The Engineer shall not perform these services without written authorization in the form of an approved Change Order from the City. In the event the Engineer performs the additional services without written authorization (Change Order) from the City to perform same, it shall be assumed that the additional services were included in the original Scope of Services and

the fees set forth herein, and therefore, the Engineer shall not be permitted to request nor receive any additional compensation for those additional services.

3.13 MODIFICATIONS

Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

3.14 CONFLICT OF INTEREST

Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that it has not paid or agreed to pay any person or persons, other than a bona fide employee working solely for Engineer any fee, commission, percentage, brokerage fee, gifts or any consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to annul this Contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee, together with costs and attorney's fees.

The City may cancel any Contract or Agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the City's departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when all other parties to the Contract receive written notice from the City, unless the notice specifies a later time (A.R.S. 38-511).

The Engineer shall reveal fully in writing any financial or compensatory agreement, which it has with a prospective Engineer prior to the City's publication of documents for bidding.

3.15 FORCE MAJEURE

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

3.16 TAXES

The fee listed in this Contract includes any and all taxes applicable to the activities hereunder. The City shall have no obligation to pay additional amounts for taxes of any type.

3.17 *ADVERTISING*

No advertising or publicity concerning the City using the Engineer's services shall be undertaken without prior written approval of such advertising or publicity by the Contract Administrator.

3.18 *COUNTERPARTS*

This Contract may be executed in one or more counterparts, and each executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

3.19 *ENTIRE AGREEMENT*

This Contract constitutes the entire understanding of the parties and no representations or agreements, oral or written, made prior to its execution shall vary or modify the terms herein.

3.20 *ARIZONA LAW*

This Contract shall be governed and interpreted according to the laws of the State of Arizona.

3.21 *EQUAL EMPLOYMENT OPPORTUNITY*

The Engineer shall comply with Executive Order No. 11245, entitled "Equal Employment Opportunity", as amended by Executive Order No. 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

3.22 *EVALUATION OF ENGINEER'S PERFORMANCE*

The Engineer will be evaluated regarding its performance of this Contract. This evaluation shall include, but not be limited to, the following consideration for:

- Completeness
- Accuracy
- Utility Coordination
- Technical Expertise
- Organization
- Appearance of plans (linework, lettering, etc.)
- Working relationship with City staff and others
- Availability
- Communication skills (meetings, correspondence, etc.)

This evaluation will be prepared by the staff and used to evaluate the desirability to proceed with negotiations for additional services.

3.23 *NOTICES*

All notices or demands required to be given, pursuant to the terms of this Contract, shall be given to the other party in writing, delivered by hand or registered or certified mail, at

the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

On behalf of the Engineer: Carter & Burgess, Inc.
101 N. First Avenue, Suite 3100
Phoenix, AZ 85003-1902

On behalf of the City: Scottsdale Airport
15000 N. Airport Drive, 2nd Floor
Scottsdale, AZ 85260

Notices shall be deemed received on date delivered if delivered by hand and on the delivery date indicated on receipt if delivered by certified or registered mail.

3.24 *INDEPENDENT CONTRACTOR*

The services Contractor provides under the terms of this Contract to the City are that of an Independent Contractor, not an employee, or agent of the City. The City will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City shall not withhold income tax as a deduction from contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

3.25 *INELIGIBLE BIDDER*

The preparer of specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or offeror on the solicitation for which they prepared the specification.

3.26 *INDEMNIFICATION*

To the fullest extent permitted by law, Engineer, its successors, assigns and guarantors, shall defend, indemnify and hold harmless the City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or willful actions, acts, errors, mistakes or omissions to the extent caused by Engineer performing work or services under this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Engineer's and Subcontractor's employees.

Insurance provisions set forth in this agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

4.0 **INSURANCE**

This solicitation/contract contains two samples of Certificates of Insurance, the Standard Acord Certificate and the Certificate developed by the City of Scottsdale.

The City Certificate is preferred, however, the Acord Certificate is acceptable provided it is identical to the sample attached and contains the additional language and deleted language as reflected on the sample.

Failure to provide a Certificate of Insurance with the appropriate verbiage as indicated on the attached samples, will result in rejection of your certificate and delay in contract execution.

Additionally Certificates of Insurance submitted without referencing a Contract number will be subject to rejection and returned or discarded.

4.1 Insurance Representations and Requirements

4.1.1 General: Engineer agrees to comply with all applicable City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of Engineer, Engineer shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City of Scottsdale. Failure to maintain insurance as specified may result in termination of this Contract at City of Scottsdale's option.

4.1.2 No Representation of Coverage Adequacy: By requiring insurance herein, City of Scottsdale does not represent that coverage and limits will be adequate to protect Engineer. City of Scottsdale reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve Engineer from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

4.1.3 Coverage Term: All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of subject contract are satisfactorily performed, completed and formally accepted by the City of Scottsdale, unless specified otherwise in this Contract.

4.1.4 Claims Made: In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the work or services as evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

4.1.5 Policy Deductibles and or Self Insured Retentions: The policies set forth in these requirements may provide coverage which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect

to the policy limits provided to City of Scottsdale. Engineer shall be solely responsible for any such deductible or self-insured retention amount. City of Scottsdale, at its option, may require Engineer to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

4.1.6 Use of Subcontractors: If any work under this agreement is subcontracted in any way, the Engineer shall execute written agreement with the Subcontractor containing the same Indemnification Clause set forth herein and Insurance Requirements as requested by the City of Scottsdale to protect the City of Scottsdale and Engineer. The Engineer shall be responsible for executing the agreement with the Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements. Depending on the Subcontractor's Scope of Work and at the sole option of the City, the Subcontractor's Professional Liability limits may be reduced to \$1,000,000 each claim and \$2,000,000 all claims.

4.1.7 Evidence of Insurance: Prior to commencing any work or services under this Contract, Engineer shall furnish City of Scottsdale with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Engineer's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions, and limits of coverage and that such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Scottsdale shall reasonably rely upon the Certificate of Insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this agreement. If any of the above-cited policies expire during the life of this Contract, it shall be Engineer's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

1. City of Scottsdale, its agents, representatives, officers, directors, officials and employees shall be named an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
 - c) Excess Liability - Follow Form to underlying insurance.
2. Engineer's insurance shall be primary insurance as respects performance of subject contract.
3. All policies, except Professional Liability insurance if applicable, waive rights of recovery (subrogation) against City of Scottsdale, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Engineer under this Contract.
4. Certificate shall cite a 30-day advance notice of cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

4.2 Required Coverage

4.2.1 Commercial General Liability: Engineer shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises,

operations, independent contractors, products-completed operations, and personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

- 4.2.2 Professional Liability: If the Contract is the subject of any professional services or work, or if Engineer engages in any professional services or work adjunct or residual to performing the work under this Contract, Engineer shall maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Engineer, or anyone employed by Engineer, or anyone for whose acts, mistakes, errors and omissions Engineer is legally liable, with a liability insurance limit of \$3,000,000 each claim and \$3,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three (3) years past completion and acceptance of the work or services, and Engineer shall be required to submit Certificates of Insurance evidencing proper coverage is in effect as required above.
- 4.2.3 Vehicle Liability: Engineer shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each accident on Engineer's owned, hired, and non-owned vehicles assigned to or used in the performance of the Engineer's work or services under this Contract. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
- 4.2.4 Workers Compensation Insurance: Engineer shall maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Engineer's employees engaged in the performance of work or services under this Contract, and shall also maintain Employers' Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

5.0 SOFTWARE LICENSES

As to all software licenses provided to the City as part of Engineer's obligations under this Contract, the following provisions apply:

5.1 SOURCE CODE AVAILABILITY

- 5.1.1 Engineer shall furnish City, without charge, a single copy of the Source Code for the Software immediately upon the occurrence of any of the following:
1. Engineer becomes insolvent; or
 2. Engineer ceases to conduct business; or
 3. Engineer makes a general assignment for the benefit of creditors; or
 4. A petition is filed in Bankruptcy by or against Engineer.
- 5.1.2 Use of the Source Code shall be subject to the same restrictions as to which the Software itself is subject.
- 5.1.3 City shall have the right to modify Source Code in any manner it deems appropriate, provided that the Source Code as modified shall remain subject to the restrictions set forth in 5.1.2 immediately above.

5.2 *PROPRIETARY PROTECTION*

- 5.2.1 City acknowledges that to the extent Engineer advises the City that the Software is confidential information or is a trade secret property of the Engineer, the Software is thereby disclosed on a confidential basis under this Contract and is to be used only pursuant to the terms and conditions set forth herein.
- 5.2.2 Engineer shall not use or disclose any knowledge, data or proprietary information relating to City obtained in any manner whatsoever.
- 5.2.3 To the extent permitted by Arizona Law, the parties agree, both during the term of this Contract and for a period of seven (7) years after termination of this Contract and of all licenses granted hereunder, to hold each others' confidential information in confidence. The parties agree, unless required by government regulations or order of court, not to make each others' confidential information available in any form to any third party or to use each other's confidential information for any purposes other than the implementation of this Contract provided, however, that if Engineer's confidential information is requested to be divulged under the provisions of the Arizona Public Records Act, A.R.S., Title 39, Engineer shall reimburse to City the full cost of City's refusal to release the information, including costs of litigation, City's attorney fees, fines, penalties or assessments of opposing party's attorney fees. Each party agrees to take all reasonable steps to ensure that confidential information is not disclosed or distributed by its employees or agents in violation of the provisions of this Contract.

5.3 *NON-INFRINGEMENT*

Engineer warrants that the Software provided hereunder does not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary or property right of any person or entity.

In the event of a claim against City asserting or involving such an allegation, Engineer will defend, at Engineer's expense, and will indemnify City and hold City harmless against any loss, cost, expense (including attorney fees) or liability arising out of such claim, whether or not such claim is successful. In the event an injunction or order should be obtained against use of the Software by reason of the allegations, or if in Engineer's opinion the Software is likely to become the subject of such a claim of infringement, Engineer will, at its option and its expense: (i) procure for the City the right to continue using the Software; or (ii) replace or modify the same so that it becomes non-infringing (such modification or replacement shall be functionally equivalent to the original); or (iii) if neither (i) nor (ii) is practicable, repurchase the Software on a depreciated basis utilizing a straight line five (5) year period, commencing on the date of acceptance.

5.4 *THIRD PARTY LICENSE*

Engineer shall sublicense to City any and all third party Software required in the execution of this Contract. City reserves the right to accept or reject third party license terms. If City rejects the terms of a third party license, it shall be Engineer's responsibility to negotiate acceptable terms or to supply Software from another source with terms acceptable to City. City's acceptance of the third party license terms shall not be unreasonably withheld.

6.0 SEVERABILITY AND AUTHORITY

6.1 SEVERABILITY

If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

6.2 AUTHORITY

Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each party has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read, understands, and agrees to be bound by the terms and conditions of this Contract.

7.0 REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION I.R.S. W-9 FORM

Prior to any contract payment being made, the attached I.R.S. Form **must** be completed and submitted to the following address:

City of Scottsdale
Accounts Payable Division
7447 E. Indian School Rd.
Scottsdale, AZ 85251

IN WITNESS WHEREOF, the City of Scottsdale by its Mayor and City Clerk have hereunto subscribed their names this 3rd day of October 2006.

CITY OF SCOTTSDALE

Mary Manross, Mayor

ATTEST:

ENGINEER:

Carolyn Jagger
City Clerk

Carter & Burgess, Inc.

Monroe C. Warren
Purchasing Director

Mike Olander
Principal-in-Charge

Pauline Hecker
Risk Management Director

Scott T. Gray
Aviation Director

APPROVED AS TO FORM:

Deborah Robberson
City Attorney

**CITY OF SCOTTSDALE
CERTIFICATE OF INSURANCE**

City Department:	Project Title:	Contract #:		
Companies Affording Coverage		Current State of Arizona License		Current A.M. Best Rating
Producer:	A. B. C. D. E.	Yes	No	
Insured:				

This is to certify that the insurance policies listed below have been issued to the insured named above for the policy period indicated.

Co Ltr	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (mm/dd/yy)	POLICY EFFECTIVE DATE (mm/dd/yy)	LIMITS	(,000)
	General Liability Commercial General Liability Occurrence Claims Made Owner's & Engineer's Prot. Per Project Product/Completed Operations				General Aggregate Products-Comp/Op Agg. Personal & Adv. Injury Each Occurrence Fire Damage (any one fire) Med. Exp. (any one person)	\$ \$ \$ \$ \$ \$
	Automobile Liability Any Auto All Owned Autos Scheduled Autos Hired Autos Non-Owned Autos Garage Liability				Combined Single Limit Bodily Injury (per person) Bodily Injury (per accident) Property Damage	\$ \$ \$ \$
	Professional Liability Type _____ Claims Made Occurrence				Each Claim All Claims	\$ \$
	Excess Liability Umbrella Form Other than umbrella form Claims Made Occurrence				Each Occurrence Aggregate	\$ \$
	Workers Compensation Employer's Liability				Statutory Limits Each Accident Disease-Policy Limit Disease-Each Employee	 \$ \$ \$
	Builder's Risk					
	Other:					

Description of Operations/Locations/Vehicles/Special Items:

City of Scottsdale, its representatives, agents and employees, is an Additional Insured under Commercial General Liability and Auto Liability. All cited insurance shall be primary coverage and waive rights to recovery (subrogation), including Workers Compensation, against City of Scottsdale. No policy shall be canceled or materially changed without 30 days advance written notice. Certificate not valid unless signed by authorized representative of Insurance Company.

CERTIFICATE HOLDER/ADDITIONAL INSURED

City of Scottsdale
9191 E. San Salvador Drive
Scottsdale, AZ 85258

Authorized Representative of the insurance company(ies)

Signature: _____

Date: _____

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY

A

COMPANY

B

COMPANY

C

COMPANY

D

INSURED

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Co 1 tr	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (mm/dd/yy)	POLICY EXPIRATION DATE (mm/dd/yy)	LIMITS	
	GENERAL LIABILITY				GENERAL AGGREGATE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS COMP/OP AGG	\$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$
	<input type="checkbox"/> OWNERS & CONTRACTORS PROT				EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person))	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	\$
					EACH ACCIDENT	\$
					AGGREGATE	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					\$
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU- TORY LIMITS	OTHER
	THE PROPRIETOR/ <input type="checkbox"/> INCL				EL EACH ACCIDENT	\$
	PARTNERS/EXECUTIVE <input type="checkbox"/> EXC				EL DISEASE . POLICY LIMIT	\$
	OFFICERS ARE: <input type="checkbox"/> L				EL DISEASE . EA EMPLOYEE	\$
	Other:					

Description of Operations/Locations/Vehicles/Special Items:

City of Scottsdale, its representatives, agents and employees, is an Additional Insured under Commercial General Liability and Auto Liability. All cited insurance shall be primary coverage and waive rights of recovery (subrogation), including Workers Compensation, against City of Scottsdale. No policy shall be canceled or materially changed without 30 days advance written notice. Certificate not valid unless signed by authorized representative of insurance company. **APPLICABLE CONTRACT NUMBER:** _____

CERTIFICATE HOLDER

ACORD 25-S (1/95)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL ____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

W-9 TAXPAYER FORM

It is necessary for the *successful* Consultant to provide a ***REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION I.R.S. W-9 FORM***, as indicated in this contract, prior to any contract payment being made. **This form is available, in PDF format from the Professional Contracts Listing on Purchasing's web site.**



COMMISSION INFORMATION REPORT
TO: Airport Advisory Commission
FROM: Airport Staff
SUBJECT/PROJECT NAME: Airport Operations/
Enforcement Update for August 2006

Agenda Item No.: 7

Meeting Date: 09/13/06

Staff Contact: Chris Read

Phone: (480) 312-2674

INFORMATIONAL

Airport Operations/Enforcement Update for Scottsdale Airport.

PURPOSE

The purpose of this item is to keep the Airport Advisory Commission more informed of the day-to-day activities taking place at the City's Airport.

OPERATIONAL UPDATE

Total Operations for August 2006 = 15,497

ALERTS

Date and Time	Type	Description
August 5 th / 11:07 hrs	Alert 2	Beech Baron, Smoke in cockpit
August 18 th / 07:30 hrs	Alert 1	Lear 35, Faulty Gear Indication
August 25 th / 16:35 hrs	Alert 3	Piper Lance, Landing gear collapse during takeoff roll

INCIDENTS

Date and Time	Description
August 3 rd / 08:55 hrs	Cessna 172, blown tire while landing
August 10 th / 14:15 hrs	Fuel spill FBO ramp, aircraft fuel vent problem
August 10 th / 18:45 hrs	Fuel spill FBO ramp, aircraft fuel vent problem
August 15 th / 07:30 hrs	Cessna 152, aircraft hit runway light while landing
August 21 st / 15:30 hrs	Fuel spill FBO ramp, aircraft fuel vent problem

ENFORCEMENT

Notice of Violations (NOV) = 8
Revocation Hearings = 0
Denial Hearings = 0
Citations / Complaints = 0



COMMISSION ACTION REPORT
TO: Airport Advisory Commission
FROM: Airport Staff
SUBJECT/PROJECT NAME: Review/Modify Airport
Advisory Commission Meeting Schedule

Agenda Item No.: 8

Meeting Date: 09/13/06

Staff Contact: Scott Gray

Phone: (480) 312-7735

ACTION

Review Airport Advisory Commission Meeting Schedules for 2006.

PURPOSE

Pursuant to By-Laws Laws of the Scottsdale Airport Advisory Commission, Section II – paragraph 202 – Regular Meetings shall be held on the second Wednesday of each month immediately following the study session, unless otherwise scheduled by majority vote of its members. In the event the Commission desires not to hold the preceding study session, the regular meeting shall begin at 6:00 p.m., unless otherwise scheduled by majority vote of its members.

Attachment: (1) Airport Advisory Commission Schedule of Meetings – 2006

Action
Taken

SCOTTSDALE AIRPORT ADVISORY COMMISSION

SCHEDULE OF MEETINGS 2006

JANUARY	11	
FEBRUARY	8	
MARCH	8	
MARCH	18	Joint Retreat with City Council Subcommittee on Regional Aviation Issues
APRIL	12	
MAY	10	
JUNE	14	
JULY	12	Cancelled
AUGUST	9	
AUGUST	17	Joint Transportation/Airport Advisory Commission Meeting & Work Study
SEPTEMBER	13	
OCTOBER	11	
NOVEMBER	8	
DECEMBER	13	